

Draft Request for Proposals Question and Response Matrix

The following Matrix includes NHDOT's responses to questions and comments submitted by the shortlisted Proposers regarding the US Route 4 over Bunker Creek Replacement Project RFP received as of October 23, 2018.

No.	Doc/Section/Page No.	Question/Comment	Department Response
1	General	We request that NHDOT reconsider their previous answer relative to fuel adjustment. Overall project costs will be less if NHDOT assumes at least part of this risk.	The Department maintains its previous response. No fuel price adjustments will be included in the Contract. The risk associated with such price adjustments shall be accommodated by the Design-Build Teams in their Contract pricing. Based on a typical DBB contract of this size, the fuel adjustment is estimated to be less than \$7,000, therefore adding this administrative complication to the RFP is unwarranted.
2	NHDOT Bridge Design Manual	The Department's Bridge Design Manual states the use of a plug joint at this location would be subject to approval by the Bridge Design Chief. Will it be possible to get this approval?	Due to the current and expected future traffic counts at the project location and the traffic control required to repair a plug joint, the Department will not allow the 20" expansion plug joint at this location on US Route 4. The Department will allow the 6" fixed end plug joint if required.
3	Volume II, Book I	Please explain Appendix 12. This is to be completed after proposal is received. Is this to be completed by all proposers or only by the selected design-builders? Is it required that this Appendix be submitted? What is the level of detail required in this Appendix? Wouldn't all these clarifications be also identified in a design-builder's technical proposal?	Appendix 12 is intended to provide a brief summary or outline of the commitments the Design-Build Team is making in its Technical Proposal. All proposers shall complete Appendix 12. These commitments shall be detailed in full depth in the Technical Proposal; Appendix 12 will be used as a way for the Design-Build Team to highlight their project approach and design.
4	Volume II, Book I, page 13	This section makes a distinction between a NHDOT change to Technical Provisions and Changes in Law. Does this section say that Changes in Law will not be a basis for changes in contract compensation or time extension? This is an unreasonable amount of risk for the design-builder to assume. How can a design-builder possibly assess the risks associated with future changes in law?	Page 13 of the Contract clarifies that a Change in Law is not the same as a NHDOT change to Technical Provisions. Please reference the Contract, Section 13.9.4 – Changes in Law; New Approvals, for details on how Changes in Law shall be addressed.

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5	Volume II, Book I, Page 41, 6.3.1(a)	This section indicates that there will be no changes in compensation or time extension if asbestos (except for naturally occurring) is discovered. Isn't asbestos considered hazardous waste? Shouldn't the discovery of hazardous waste be treated as a differing site condition with compensation and time extension allowed? To make the design-builder responsible for unknown hazardous waste is an unreasonable amount of risk for the design-builder to assume.	Section 6.3.1(a) refers to Asbestos which is determined to be present in the existing structure or roadway as specified in the Technical Provisions prior to the award of the contract. Any Asbestos material found outside of the indicated limits will be subject to price and time adjustment. The wording of 6.3.1(a) will be clarified to better reflect the intent. In addition, Section 7.11.1 will be added to the Technical Provisions to outline the Asbestos conditions on the existing structure. These changes will be reflected in Addendum #3.
6	Volume II, Book I, Page 55, 8.1.1 & 8.1.2	Because of the relatively small size of this project we request that there be only one NPT for the project. After the NPT is issued there can be various requirements that must be completed prior to the start of on-site work (similar to NHDOT Design-Bid-Build projects). The NPT1 bond has an initial amount of \$5,000,000. The bond amount should be for the bid amount or some percentage of that bid amount. A bond cannot be issued by Surety for an amount in excess of the contract amount.	The Department will maintain the NTP1 and NTP2 as defined under Volume II, Book I Section 4 (Pg. 26) and Section 8 (Pg. 55). The completed Project Management Plan and Quality Management Plan are both requirements prior to the issuance of NTP2, as well as the complete set up of NHDOT field offices and equipment. NTP2 will be maintained based on the importance of having thorough, Department approved, plans before moving forward with the construction phase. As for the NTP1 bond amount of \$5,000,000, this will be changed to 100% percent of the bid amount. This change will be reflected in Addendum #3.
7	Volume II, Book I, Page 84, 13.2.3	If there are NHDOT directed changes under \$5,000 no increase in Contract Price is allowed. Extra work is extra work and the design-builder should be compensated for such. NHDOT has suggested that this provision is to eliminate "nickel-diming". But this provision is for NHDOT directed changes. The design-builder should not be expected to do extra work for free. NHDOT has stated that they intend to be fair. This is blatantly unfair.	The intent of this provision is to eliminate the time and cost involved in the negotiation and preparation of minor change orders and/or minor disputes over what may or may not be a contract requirement. This provision limits administrative delays and allows the project team to keep the project moving forward towards a timely completion. The risk associated with this provision shall be accommodated by the Design-Build Teams in their Contract pricing. In addition, this provision is intended to apply to both added work and deleted work. If work is reduced or eliminated, and its value is less than \$5,000, the Department will not be seeking a credit for this change. This will be clarified in the Contract - Section 13.2.3 in Addendum #3

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8	Volume II, Book I, 13.6	It appears that with deleted work the design-builder must credit back the markup for profit and overhead as shown in the Escrowed Proposal Documents yet added extra work has restrictions relative to allowable markup and what can and cannot be included in overhead (13.7.3). Adds and deducts should be treated the same. The costs of doing business are the same for original work and added work. The design-builder should not have to do extra work at a loss due to these restrictions such as field office overhead, job site overhead or travel expenses.	Contract Section 13.6.5 – Deleted Work, will be updated so mark-ups for profit and overhead shall be consistent with Sections 13.5.2 and 13.7.3 as stated in Section 13.6.4 – Added Work. Therefore the adjustments for both added and deleted work will be treated in the same manner. This change will be reflected in Addendum #3.
9	Volume II, Book I, Page 135, 19.5.2	The experience of DRB members should be consistent with the size and complexity of this project. A DRB member with 15 years' experience on projects valued at \$100,000,000 or more is not necessarily qualified to understand and be familiar with this type of project.	The Dispute Review Board is intended to be comprised of individuals with a significant level of experience with the Design-Build procurement method. This level of experience is to ensure the Member has thorough knowledge to address any dispute that may be faced during the process; this knowledge can only be developed through broad experience with various project scopes. Therefore the qualification will remain as is.
10	Volume II, Book I, Page 148, 21.1.2	How will NHDOT know if EPD's are incomplete since it is in such a form as used by the Design-Builder (21.1.5) and "It is not intended that the Design-Builder perform any significant extra work in the preparation of these documents".	Contract Section 21.1.4 states the information that is to be included in the EPDs. In the case of a dispute or change order, where the Department is unable to find the required information within the EPD's, the Department will have the authority to request more information from the Design-Builder as stated in Section 21.1.6 of the Contract.
11	Volume 1, ITP Exhibits (Without Exhibit D), Exhibit E	Exhibit E, Summary and Order of Proposal Contents, references Form G-1 (Buy America Certification) and Form O (Proposal Price Value), however neither forms were included in Exhibit D, Required Forms. Are Forms G-1 and O required for this submittal?	Form O will be added to Exhibit D and is required for submittal. Form G-1 is the "Buy America Provision Anticipated Material Waiver Request". The Department is not anticipating any waivers so Form G-1 will not be added and is not required for submittal. This change will be reflected in Addendum #3.
12	Volume 1, ITP Exhibits (Without Exhibit D), Exhibit E	Exhibit E, Summary and Order of Proposal Contents, identifies Form C (Responsible Proposer and Major Participants Questionnaire) as a form to be completed by Major Participants, however the form itself references Equity Participants. Should Form C be completed by all Major Participants or only Equity Participants?	The language has been changed from "Equity Participant" to "Major Participant". This change will be reflected in Addendum #3. Please note, according to Exhibit A, the definition of a Major Participant is as follows "means each Equity Participant and each member of Proposer's organization with: (a) primary responsibility for design; (b) primary responsibility for construction; (c) a proposed subcontract with a value greater than or equal to \$2 million (excluding subcontracts with Suppliers)."

Draft Request for Proposals Question and Response Matrix

13	Volume 1, ITP Exhibit D (Forms), Form M	Exhibit D, Required Forms references Form M, Opinion of Counsel, however this form is not identified in Exhibit E, Summary and Order of Proposal Contents. Is Form M required, and if so, where should it be included in the proposal contents?	Form M is to be submitted concurrently with the execution of Contract. See Section 6.1.2(e) of the ITP for more information.
14	Volume 1, ITP Exhibit D (Forms), Form J	The last sentence of the first paragraph on Form J, Conflict of Interest Disclosure Statement, references the Memorial Bridge Replacement Project. Should this form be completed as is?	This should reference the US Route 4 over Bunker Creek Bridge Replacement Project. This change will be reflected in Addendum #3.